ship, without reference to any source from which such ownership can arise, is insufficient. *In re Blizzard,* 63 Hun 630, 18 N. Y. Supp. 82. Claimant does not pretend to hold under any grant, public or private, unless it be under deed from G, who he knew could not convey title; he is a mere squatter, and a squatter cannot get title adversely. *Sacket* v. *McDonnell,* Fed. Cas. 12,202.

APPEAL AND ERROR—HARMLESS ERROR—ADMISSION OF EVIDENCE—MORTALITY TABLES.—A child 27 months of age was fatally injured by defendant's train. In an action against the defendant under the survival act, the mortality tables found under § 7220 COMPILED LAWS OF MICHIGAN 1897, which give no expectancy of life of any age under 10 years, were admitted in evidence against the objection of the defendant, for the purpose of showing the probability of life of the child after reaching majority. After a verdict for $3,850 rendered against the defendant, the trial court conceded that the admission of such tables was erroneous, and attempted to cure the error by ordering a reduction of $850 in the verdict. *Held,* the admission of such tables was reversible error; that it was impossible for any court to judge what effect the tables had upon the deliberation of the jury; that therefore the error was not cured by the court's reduction of the verdict. *Morse* v. *Detroit, G. H. & M. Ry. Co.* (Mich. 1911), 133 N. W. 935.

The court in the principal case stated that it was the duty of the jury to estimate deceased's expectancy from the age of 27 months and not from 10 or 21 years, and followed the rule laid down in *Rajnowski* v. *Railroad Co.,* 74 Mich. 20, 41 N. W. 847 which arose on similar facts. The court in that case, holding the admission of such tables prejudicial error, say: "The tables give no expectancy of life for any age under 10 years. The plaitiff's intestate was but 5 years of age and what pertinent use could be made of the tables it is impossible to see." The tables under § 7220, *supra,* were held admissable in the following Michigan cases: *Merrinane* v. *Miller,* 148 Mich. 412, 111 N. W. 1050; *Jones* v. *McMillan,* 129 Mich. 86, 88 N. W. 206; *Denman* v. *Johnston,* 85 Mich. 387, 48 N. W. 565; *Haney* v. *Village of Pinckney,* 155 Mich. 656, 119 N. W. 1099. However, none of these cases related to persons under the age covered by the tables. For proper cases holding the Carlisle, Northampton and Wigglesworth tables admissible to show expectancy of life see *Ward* v. *Dampskibsselskabet Kjoebenhavn,* 144 Fed. 524 and cases cited in 20 AM. & ENG. ENCY. LAW, 886. Decisions on the point involved in the principal case are few. However the decision in the principal case is in accord with the case of *Decker* v. *McSorley,* 111 Wis. 91, 86 N. W. 554, which was an action for death of a child four and one-half years old. The court permitted the introduction of a mortality table showing the expectancy of life of a child ten years of age. On appeal this was held to be reversible error. *Pearl* v. *Omaha & St. L. R. Co.,* 115 Ia. 535, 88 N. W. 1078 was an action for death of a man 27 years old. Tables were introduced which indicated the expectancy of a person 30 years of age but not of a person 27 years of age. Held, defendant suffered no prejudice. That said tables, to be admissible, need not show the precise age, but *approximately*

that of the person involved. It can hardly be said that this decision is contrary to that in the principal case. While it may perhaps safely be said that there was sufficient proximity in the ages in the *Pearl* v. *Omaha* case, *supra*, to justify the court in holding there was no prejudice; still by parity of reasoning it would seem that the court in the principal case was justified in holding there *was* prejudice in permitting tables applicable only to persons of ten years or older to be admitted in evidence where the age in question was but twenty-seven months. The court stated that according to the Carlisle table the jury may have been misled as to the child's expectancy to the extent of about twelve years.

BANKRUPTCY—EFFECT OF COMPOSITION ON LIABILITY OF SURETY ON BANKRUPT'S NOTE.—Defendant was an accommodation endorser on a note of a corporation which went into bankruptcy. The plaintiff filed a claim on the note in question against the corporation's estate in bankruptcy, and thereafter was one of the creditors who voted for a composition, agreeing to and accepting a *pro-rata* dividend under the terms thereof. The composition was confirmed and the bankrupt discharged. This action is now brought seeking to hold the defendant as surety for the balance remaining unpaid on the note in question. *Held*, that the discharge of a principal debtor by a composition in bankruptcy, does not discharge a surety of the debtor, even as against the creditor who assented to the composition. *Easton Furniture Mfg. Co.* v. *Caminez* (N. Y. Sup. Ct. App. Div.) 27 A. B. R.29, Oct., 1911.

The general rules governing this question are clear and well defined. First, "in case two persons are liable for a debt, one as principal and one as surety, a voluntary release by the creditor of the principal with knowledge of the relation existing between the debtors, discharges the surety." *Third Nat. Bank* v. *Hastings*, 134 N. Y. 501 at 503. See also I BRANDT, SURETYSHIP & GUARANTY, § 146 and citations. See LOVER, NEGOTIABLE INSTRUMENTS LAW, Ed. 2, p. 332. CRAWFORD'S ANNOTATED NEGOTIABLE INSTRUMENT LAW, Ed. 3, p. 138. BUNKER, NEGOTIABLE INSTRUMENTS, p. 134 and citations. Second, "a discharge of a principal by act of law, in which the creditor does not participate, will not release the surety." I BRANDT, SURETYSHIP & GUARANTY, § 150. LOVELAND, BANKRUPTCY, § 296. COLLIER, BANKRUPTCY, Ed. 8, p. 305. BANKRUPTCY ACT OF 1898, § 16. In view of these principles, the question here resolves itself into this: Is a composition agreement in bankruptcy a discharge by agreement of the parties, or by operation of law? The latter view is maintained in the principal case, declaring that though there is but scant authority, the weight of it confirms this proposition, citing *Mason & Hamlin Organ Co.* v. *Bancroft*, 1 Abb. N. C. 415; *Guild* v. *Butler*, 122 Mass. 498, quoting English Rule and citations, and attempting to distinguish the cases cited to the contrary. *Matter of Benedict* (D. C. N. Y.) 18 A. B. R. 604; *Phelps* v. *Borland*, 103 N. Y. 406; *Third Nat. Bank* v. *Hastings*, 134 N. Y. 501. The basis for the former view seems to be that the discharge itself being purely by operation of law, "certainly will not of itself operate to release a surety, whether it be granted upon surrender of the requisite amount of assets, upon composition, or upon the assent of the creditors."